



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT2519XX 2

EFFECTIVE BEGIN DATE: 10-01-2005
EXPIRATION DATE: 09-30-2006
PAGE: 1 of 5

BUYER : SHARON DOWNEY
Sharon.Downey@iowa.gov
515-281-5982

FOB

PAYMENT TERMS (%): DAYS:

VENDOR:

Standard Textile Co Inc
1 Knollcrest Dr
PO Box 371805
Cincinnati, OH 45263-0302
USA

VENDOR CONTACT:

ZITA HARTMAN
PHONE: 800-999-0400 EXT:
EMAIL:
VENDOR #: 31056729700

DESCRIPTION OF ITEMS CONTRACTED

draperies, cubical curtains, hardware and installation
open end contract to provide
draperies, cubical curtains, hardware and installation.

Addendum to contract. 01-06-2006
contact person: stuart lavenda
phone 800-888-4000
fax 800-926-0043
e-mail slavenda@standardtextile.com
or
kwilliams@standardtextile.com

RENEWAL PERIODS

FROM 10-01-2006 TO 09-30-2007
FROM 10-01-2007 TO 09-30-2008
FROM 10-01-2008 TO 09-30-2009

THRESHOLDS

MINIMUM ORDER AMOUNT:
MAXIMUM ORDER AMOUNT:
NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

671 Veterans Affairs

TOTAL \$0.00

VENDOR: _____

APPROVED BY: _____

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	1.00000	EA	26520 Curtains, Draperies, and Scarves All draperies are to be fabricated as ripplefold. All draperies are to have a snap system comparable to those presently in existence at IVH (Iowa Veterans Home) All drapes will have 100% fullness. Cord and Cordless pull. Company field representative will measure all windows to verify sizes of drapes to be ordered. Each drape tagged as flame resistant & certified as such. Each drape is tagged with the following: Building Name, Room Number, dimensions, right or left pull and pattern. All tags are to be sewn into seams located at top of drapery opposite the control device. There will be no minimum quantity of drapes ordered at any one time.	\$0.000000 \$0.000000
2	1.00000	EA	41024 Cubicle Curtains and Privacy Screens All cubical curtains to be tagged. Fabric is inherently flame resistant flame certificates available upon request. Grommets are to be rust proof, nickel plated brass, and set 6 1/2" on center. Curtains are manuf. to a length with a tolerance of plus or minus 1". Care & location label are sewn into the reverse side of right hem. Approximately 6" above bottom hem. Mesh is to be open 1/2" on the diagonal. Side & bottom hems of curtain to be 1 1/4" wide with a double needle lock stitch. Integral mesh curtains have a maximum finished length of 92". Curtains have 1 1/2" header containing grommets spaced 6 1/2" on center. Curtain fabric & mesh are knitted as one piece of fabric. 20" mesh typical, plus or minus 1" for industry tolerance. This method ensures the construction of a totally seamless cubicle curtain. Integral mesh cannot be shortened. Mesh must remain intact. Fabric is railroaded, so there are no vertical seams. Top of mesh is framed with matching fabric.	\$0.000000 \$0.000000
3	1.00000	EA	2653042 HARDWARE, CURTAIN/DRAPERY Kirsch Brand Must match what IVH is presently using. Style and types will vary.	\$0.000000 \$0.000000
4	0.00000		91011 Drapery and Curtain Installation, Maintenance and Repair IVH may request that the vendor provide for the installation of these items on an as needed basis. Vendor will coordinate all orders and shipping of items with IVH. Vendor will field measure all windows for proper drape and hardware sizes. Vendor & IVH will jointly determine appropriate fabrics & hardware needs in specific care areas of the IVH. Sample fabrics will be made available to IVH in various sizes to assist in the selection process at no cost to IVH.	\$0.000000 \$0.000000
5	0.00000		265 DRAPERIES, CURTAINS, AND UPHOLSTERY MATERIAL (INCLUDING AUTO CONTRACT 2519 FROM OCTOBER 1, 2005 TO SEPTEMBER 31, 2006 WITH RENEWAL OPTION FOR THREE (3) ADDITIONAL ONE YEAR PERIOD(S) WITH APPROVAL OF BOTH PARTIES. NAME OF VENDOR CONTACT PERSON THAT WILL COORDINATE ORDERS, SHIPPING AND CONTRACT TERMS. _____ PHONE: _____ FAX: _____ E-MAIL _____ VENDOR AGREES TO ALL STATEMENTS _____ YES _____ NO VENDOR CAN SUPPLY KIRSCH HARDWARE _____ YES _____ NO VENDOR WILL NEGOTIATE PRICING WITH IVH. _____ YES _____ NO. VENDOR WILL COMPLY TO ALL SPECIFICATION ON DRAPERY AND CUBICAL CURTAINS. _____ YES _____ NO.	\$0.000000 \$0.000000
6	0.00000		26520 Curtains, Draperies, and Scarves PD7541-01 VENICE-GONDOLA RIPPLE FOLD DRAPES	\$0.000000 \$0.000000



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
7	0.00000		26520	\$0.000000
				\$0.000000
			Curtains, Draperies, and Scarves	
8	0.00000		CM4575 RUSH-DESERT RIPPLE FOLD DRAPES 8705042	\$0.000000
				\$0.000000
			BLINDS, LOUVER, HORIZONTAL	
9	0.00000		MECHO BLINDS 2653042	\$0.000000
				\$0.000000
			HARDWARE, CURTAIN/DRAPERY	
			PRICES WILL VARY WITH THE SIZE OF THE WINDOWS.	
			HEAVY DUTY RAIL, PULLEY HOUSING AND ASSEMBLY COMPONENTS, THIS	
			INCLUDES BALL BEARING RIPPLE FOLD RODS.	



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TERMS AND CONDITIONS

specifications

NO PRICING REQUESTED AT THIS TIME. PRICING WILL BE NEGOTIATED AT TIME OF ORDER, ALONG WITH FABRIC AND COLOR. AT THIS TIME, THERE IS ONE BUILDING THAT NEEDS TO HAVE ALL ITS DRAPERIES REPLACED. THERE ARE APPROXIMATELY 195 RESIDENT WINDOWS AND SEVERAL OTHER MEETING AND RECREATIONAL ROOMS IN THIS BUILDING. THERE ARE ALSO A COUPLE OF REMODELING PROJECTS ON THE DRAWING BOARD THAT WILL RESULT IN NEW DRAPES. TOTAL QUANTITIES OF CUBICLE CURTAINS TO BE DETERMINED BY IVH. REPRESENTATIVE FROM COMPANY WILL FIELD MEASURE ALL WINDOWS, THIS IS A VERIFY SIZES OF DRAPES AND HARDWARE TO BE ORDERED. THERE WILL BE NO MINIMUM QUANTITY OF DRAPES THAT HAS TO BE ORDERED AT ONE TIME FOR PRICE TO BE VALID.

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reshipe to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination



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The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.